

**COLLECTIVE BARGAINING
AGREEMENT**

between

**BLACK HAWK COUNTY
CONSERVATION BOARD**

and

**AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES
AFL-CIO, LOCAL 679**

July 1, 2006 - June 30, 2008

**BLACK HAWK COUNTY CONSERVATION BOARD
AND
AFSCME LOCAL UNION 679
Representing Conservation Employees**

July 1, 2006 to June 30, 2008

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**AFSCME UNION LOCAL 679
CONSERVATION DEPARTMENT**

PREAMBLE

THIS AGREEMENT entered into between Black Hawk County Conservation, hereinafter referred to as the Employer, and AFSCME Local 679, Iowa Public Employee Council 61, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; to maintain and increase individual efficiency and quality of service; and to express complete agreement between the parties.

**ARTICLE I
RECOGNITION**

1.1: The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment covered by the Act, for all employees of Black Hawk County as covered in PERB Case #5111.

**ARTICLE II
SEPARABILITY AND SAVINGS**

2.1: If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon the issuance of such a decision, the parties agree to negotiate immediately a substitute for the invalidated article, section, or portion thereof.

**ARTICLE III
NO STRIKE - NO LOCKOUT**

3.1: The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any employees covered by this Agreement will instigate, promote, sponsor, engage in, encourage, sanction, suggest or condone any strike, sympathy strike, slowdown, concerted stoppage of work, picketing the Employer's premises, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, any other intentional interruption of the operations of the Conservation Board or related activities as covered in Section 12 of the Act.

3.2: The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

3.3: Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Employer.

ARTICLE IV

GRIEVANCE PROCEDURE

4.1: The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding the violation, application, or interpretation of the expressed provisions of this Agreement shall be adjusted in accordance with the following procedure:

4.2: **Informal**: An employee shall discuss a complaint or problem orally with his immediate supervisor or his designated representative within eight (8) working hours following the employee's knowledge of its occurrence in an effort to resolve the problem in an informal manner. In the event an immediate supervisor or designee is inaccessible, the matter will be allowed progression to Step 1.

4.3: **Grievance Steps**:

Step 1: If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union may present a grievance in writing to his immediate supervisor within four (4) working days following the oral discussion. Failure to hold an informal discussion within the four (4) day period shall not bar the filing of a written grievance. A copy of the grievance shall be forwarded to the Human Resources Director. Within five (5) working days after this Step 1 meeting, the supervisor will answer the grievance in writing.

Step 2: If the supervisor's answer fails to resolve the grievance, the Union and/or the aggrieved employee may, within three (3) working days, present the grievance in writing to the Executive Director. The Executive Director shall, within three (3) working days, meet and discuss the grievance with the aggrieved employee and/or the Union, and then reply in writing within three (3) working days. A copy of the grievance and the Executive Director's answer shall be forwarded to the Human Resources Director.

Step 3: If the Executive Director's answer in Step 2 fails to resolve the grievance, the Union and/or the aggrieved employee may refer the grievance to the Human Resources Director within five (5) working days of the receipt of the Step 2 answer. Following a meeting with the aggrieved employee and/or the Union, the Human Resources Director shall answer the grievance in writing within seven (7) working days.

Step 4: Any grievance not settled in Step 3 of the grievance procedure may be referred to arbitration provided the referral to arbitration is in writing to the other party, and is made within five (5) working days after the date of the Human Resources Director's answer given in Step 3.

4.4: If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the employer's last answer.

4.5: All grievances must be taken up promptly, and awards and settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the

time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. A grievance not timely answered by the Employer may automatically be referred to the next highest step unless withdrawn by the employee. The time limit in each step may be extended by mutual written agreement of the Employer and Union representatives involved in each step.

4.6: After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) working days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement if possible; otherwise, by the parties alternately eliminating names from the list. After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose names remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

4.7: The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, alter, detract from, or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on both parties.

4.8: All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

4.9: **Investigatory Suspension**: An employee, who is the subject of a disciplinary investigation, may be placed on investigatory suspension without pay provided there is cause to warrant an investigatory suspension. If the investigatory suspension extends beyond fourteen (14) calendar days, the employee shall be placed on investigatory suspension with pay until the completion of the investigation. An employee placed on investigatory suspension shall be reimbursed for all lost pay if the employee is not placed on disciplinary suspension without pay or discharged as a result of the investigation. The completed investigation shall be reviewed by the Human Resources Director prior to the imposition of any disciplinary action which may result from the investigation. The Human Resources Director will submit a written review and recommendation to the affected employee's department head. A copy of the Human Resources Director's review and recommendation will be sent to the Conservation Board.

4.10: **Discharge**: No employee shall be discharged for cause unless an investigatory suspension review and recommendation has been completed by the Human Resources Director prior to the discharge.

1. If, as a result of the investigation, it has been decided that there is cause for a discharge, the Executive Director will notify the employee in writing of the investigation evidence, the pending discharge, and a meeting date to allow the employee to refute the evidence.
 2. The Executive Director will meet with the employee to review the evidence and the employee's explanation of the evidence.
 3. Upon conclusion of the meeting, the Executive Director will submit a written notice of the discharge to the employee and the Human Resources Department, if the Executive Director decides to proceed with the discharge.
- 4.11: The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure and the matter shall be handled in accordance with the procedure through the arbitration step if deemed necessary by the Union.
- 4.12: **Processing Grievances During Working Hours**: The union steward(s) and grievant may process grievances during working hours without loss of pay if there is no interference or disruption of work as determined by the County.

ARTICLE V

SENIORITY

- 5.1: **Definition**: Seniority is an employee's length of full-time continuous service in the bargaining unit since his last date of hire. Temporary/seasonal employees who perform seasonal work shall have no rights under this Agreement.
- 5.2: **Probationary Period**: A new employee shall serve a probationary period of six (6) months of actual service for the County. The probationary period may be extended an additional six (6) months by mutual agreement between the Employer and Union. During the probationary period, the employee shall have no seniority rights or recourse to the grievance procedure. The Executive Director may terminate probationary employees at any time during the probationary period without recourse from the employee.
- 5.3: **Seniority Lists**: The department shall supply to the Union an updated seniority list showing the continuous service of each employee. An employee's standing on the seniority list will be final unless protested in writing to the department within thirty (30) days after the list is supplied to the Union.
- 5.4: **Breaks in Continuous Service**: Seniority and the employment relationship shall be broken and terminated if an employee:
1. Quits.
 2. Is discharged for cause.
 3. Is absent from work for three (3) consecutive working days without notification.
 4. Is laid off and fails to report to work within five (5) working days after having been recalled.
 5. Fails to report for work at the termination of a leave of absence.
 6. Accepts other full-time employment without permission while on a leave of

- absence for personal or health reasons.
7. Retires or has retired.
 8. If the employee gives a false reason for a leave of absence.
 9. If a settlement with the employee has been made for total disability.
 10. If the employee falsifies pertinent information on his application for employment.

5.5: **Bidding:** No permanent vacancy or newly created classification in the bargaining unit shall be filled by hire until such vacancy has been posted or employees notified for at least five (5) working days, and present employees have had the opportunity to have their applications considered. Qualified applicants outside the unit may be considered by the Executive Director after said five (5) days. When the Executive Director considers the successful bidder, qualifications based on the job description will be the primary consideration, and where qualifications are equal, seniority will govern.

5.6: **Layoffs:** When the work force is to be reduced, employees shall be laid off in a work group except for the building cleaner in the following order – Temporary/Seasonal; Probationary; Part-Time; and Full-Time. Layoff groups in the bargaining unit are defined as follows:

- A) Ranger I Training Position, Ranger II, and Ranger III
- B) Naturalist I Training Position, Naturalist II, Naturalist III, Planning Administrator, Wildlife Conservationist I, and Wildlife Conservationist II
- C) Maintenance I Training Position, Maintenance II, Lead Maintenance, Mechanic, Park Attendant, and Park Assistant.
- D) Clerical I, Clerical II, and Clerical III

The employer may lay off in the above groups by individual classification; however, the affected employee may bump the least senior employee in the work group provided the affected employee possesses the skills to do the job as determined by the County. The employee shall return to the previous held position in the event the position reopens.

5.7: Employees who are laid off shall have recall rights for one (1) year from the date of their layoff to the group from which they were reduced. Employees to be recalled shall be notified as far in advance as possible by notice in writing, sent by certified mail, return receipt requested, to the last address shown on the employee's records. Employees shall be recalled by greatest seniority to the work group from which they were reduced, provided they are qualified to perform the work available as determined by the County.

5.8: In the event of closure of a park or environmental education, the affected employee(s) shall have the right to accept layoff or may bump the least senior employee in their work group, provided they are more senior. In this event, no other less than full-time class of employee shall be affected.

ARTICLE VI

LEAVE OF ABSENCE

6.1: Upon giving reasons satisfactory to the Employer, an employee may be granted a leave of absence without pay for a period of time mutually agreeable between the employee and the

Executive Director. Requests for such leave shall be made in writing to the Executive Director.

6.2: An employee granted a leave of absence shall not be eligible for fringe benefits, holiday pay, or accrue retirement or sick leave during the period of such leave except as provided by state and federal law. Premiums for insurance normally paid by the Employer will be paid by the employee during the entire approved leave of absence if the leave is thirty (30) days or longer, if the employee elects to continue coverage; except, however, the Employer shall pay the cost of insurance coverage, whatever insurance coverage (either family or single) the employee had at the time of his injury or illness, for an employee who is on leave of absence due to a work-related injury or illness, or FMLA.

6.3: If the employee fails to report for work upon the termination of his leave of absence, he shall be terminated.

6.4: Upon return from a leave of absence, the employee shall return to his former job if physically qualified and the position is vacant, or to another position in accordance with seniority, qualifications, and ability.

6.5: Employees on approved unpaid leaves of absence of fifteen (15) days or longer for other than approved FMLA leave will have their seniority date, total service date, review date and longevity date adjusted by the total number of days that they are on approved leave.

ARTICLE VII

VACATION LEAVE

7.1: **Method of Earning:** Each full-time employee shall accrue vacation hours on a bi-weekly pay period basis according to the following schedule:

<u>Years or Service</u>	<u>Bi-Weekly Accrual Rate</u>
Less than 1 year completed	1.6 hours
Upon completion of 1 but less than 4 years	3.1 hours
Upon completion of 4 but less than 11 years	4.7 hours
Upon completion of 11 or more years	6.2 hours

7.2: Part-time employees will be eligible for vacation on a pro-rated basis, based upon average number of hours per week a position is budgeted for. When calculating vacation hours for part-time employees, the rate will be rounded up to the nearest one-tenth of an hour, ie: one-half time position with 1 year of completed service but less than 4 years of completed service = 3.1 divided in half = 1.55 - round up to 1.6 hours.

7.3: The Bi-Weekly Vacation Accrual Rate shall become effective at the beginning of the pay period in which the anniversary date of the qualified employee occurs.

7.4: **Eligibility:** Only full-time and part-time employees are eligible for vacation leave, except as provided by various employment programs. An employee is not eligible to use accrued vacation until completion of his six (6) month probationary period.

7.5: **Accumulation**: Earned vacation time may be accrued up to two (2) times the employee's maximum annual total accrual. For example, if an employee's accrual rate is 3.1 hours per bi-weekly pay period, the employee's accrued vacation balance may not exceed 160 hours. If an employee's vacation accrual balance has reached its maximum amount, all earned vacation exceeding this amount shall be forfeited.

7.6: **Administration of Vacation Leave**: The scheduling of vacation leave is dependent upon the judgment and discretion of the Executive Director. The Executive Director shall endeavor to schedule vacation leaves with particular regard to maintaining the department's operating efficiency, and insofar as possible, in accordance with the employee's written vacation requests. Such requests shall be approved or disapproved by written notice to the employee within seven (7) calendar days of the employee's written request.

7.7: The Executive Director may require the rescheduling of vacation leave when, in his judgment, it is necessary for the efficient operation of the department. Vacation leave shall be taken in increments of not less than one (1) hour unless approved by the Executive Director.

7.8: **Separation**: Upon resignation or termination from County service, an employee shall be paid for all unused vacation left at time of termination; however, an employee who quits without a minimum of two (2) weeks' notice shall forfeit vacation pay.

7.9: **Hospitalization On Vacation Leave**: An employee who is hospitalized while on paid vacation leave shall have vacation leave credited for that portion of his vacation in which he was hospitalized and be charged sick leave, if available, for that period of time following satisfactory proof and approval of the Executive Director.

ARTICLE VIII

SICK LEAVE

8.1: **Accumulation**: Each full-time employee shall accrue sick leave at the rate of ten (10) hours per month of continuous employment. The accrual shall be credited on the first pay check of the following month. Maximum accumulation shall be nine hundred sixty (960) hours. Part-time employees who are normally scheduled to work thirty (30) hours or more per week shall be eligible for pro-rated sick leave.

- 8.2: **Use of Sick Leave**: Accumulated sick leave may be used for any of the following:
- A. Serious or confining illness of the employee.
 - B. Contagious or serious illness of a member of the employee's household which necessitates the employee remaining at home. Also, doctor or dental appointments for a member of the employee's household which cannot be scheduled during non-working hours. Limited to 24 hours per fiscal year except as approved by the Board.
 - C. Medical or dental appointments which cannot be scheduled during non-working hours. In such cases, sick leave shall be charged in half hour increments with a minimum of one (1) hour.
 - D. Employees may use one day of sick leave at delivery of their baby or day of surgery for spouse or child.

8.3: **Verification**: The Employer reserves the right to require satisfactory proof of illness which may include a physician's statement or other evidence. The required proof of illness may be for an absence of any length of time.

8.4: **Notification**: When absences due to sickness are necessitated, the employee shall notify the supervisor at least fifteen minutes before he is scheduled to begin work. All notification is to be made by the employee except in case of emergency. Failure to properly notify the supervisor shall result in the employee being considered absent without leave and subject to disciplinary action.

8.5: **Sick Leave Casual Time**: Full-time employees may accrue eight (8) hours casual time for every four (4) months of zero sick leave usage if the employee is already at the maximum sick leave accrual of 960 hours. The time frames are July 1 through October 31, November 1 through February 28, and March 1 through June 30. Converted casual balance shall not exceed 24 hours. Any accrued sick leave casual time shall be forfeited upon termination.

8.6: **Probationary Employees**: Employees are not eligible for sick leave benefits during the first ninety (90) days of employment. However, employees shall be credited with accrued sick leave as of the date of employment.

8.7: **Date of Employment**: For the purpose of this Article, an employee who begins his employment on or before the fifteenth day of the month will be credited with sick leave for the entire month. An employee who begins his employment after the fifteenth (15th) day of the month will begin to accrue sick leave on the first day of the month following his employment.

ARTICLE IX **FUNERAL LEAVE**

9.1: Each full-time employee shall, after ninety (90) days of continuous employment, be eligible for a paid leave of absence for a death in the employee's immediate family. For the purposes of this provision, immediate family shall be defined as parent, step-parent, parent of spouse, spouse, child, step-child, son-in-law, daughter-in-law, sister, brother, sister-in-law, brother-in-law, grandparent and grandchild.

9.2: The following lengths of Funeral Leave shall apply for immediate family:

- A. Spouse, Child, Mother and Father: Up to five (5) days.
- B. Other immediate family members: Up to three (3) days.
- C. No employee shall receive more than ten (10) paid leave days per year for funeral leave. Other funeral leave days that the employee may find necessary per Section 1 or Section 2, paragraphs A and B, shall be without pay or with other available leave.

9.3: Only days absent which would have been compensable work days will be paid. Payment will be made on the basis of the employee's normal work day's pay. The employee must attend the funeral to qualify for funeral leave pay.

ARTICLE X

JURY DUTY

10.1: Each full-time or part-time employee shall be entitled to a paid leave of absence equivalent to their normal work schedule for the time spent serving on a jury. When released from jury duty during working hours, the employee will report to work as soon as possible, but no later than one (1) hour, unless there are less than two (2) hours left in the employee's work shift. To receive payment for such duty, the employee must give prior notice that he has been summoned for jury duty, submit certification of service, and assign all fees received for such duty, not including travel allowance or reimbursement of meal expenses, to the Employer.

10.2: The Department's obligation to pay an employee for performance of jury duty under this article is limited to a maximum of sixty (60) days in any calendar year.

ARTICLE XI

GENERAL PROVISIONS

11.1: The Union agrees to hold the Employer harmless against any claim, demand, suit, or liability, monetary or otherwise, and for all legal costs arising from any action taken or not taken by the Union with the respect to its responsibility to provide fair representation.

11.2: Representatives of the Union, previously accredited to the Employer in writing by the Union, shall be permitted to come on the premises of the Employer for the purpose of investigating and discussing grievances if they first notify the Executive Director or his designated representative.

ARTICLE XII

CHECKOFF

12.1: The Employer agrees to make deductions for Union membership dues as are approved by the Union, from the pay of those employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the Employer in writing by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Union by the fifteenth (15th) of the current month after such deductions are made. Termination of payroll deduction of Union dues shall be only by written request to the Union and the Employer at least thirty (30) days in advance of the desired termination date.

12.2: Cards for the authorization for payroll deduction shall be provided by the Union. The pledge on said card shall not conflict with any provisions of this Agreement or any applicable provisions of the State Law.

12.3: The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, order, or judgments brought or issued against the Employer as a result of any action taken or not taken by the employees under the provisions of this Article.

ARTICLE XIII

HOLIDAYS

13.1: **Policy**: The following holidays shall be observed by the Conservation Department:

Floating New Year's Holiday*	Thanksgiving Day
New Year's Day	Day After Thanksgiving Day
Good Friday	Floating Christmas Holiday*
Memorial Day	Christmas Day - December 25
Independence Day - July 4	Floating Personal Holiday**
Labor Day	

When a holiday falls on Saturday, the preceding Friday shall be observed. When a holiday falls on Sunday, the following Monday shall be observed.

- A. ***Floating Christmas or New Year's Holidays**: When Christmas or New Year's falls on Thursday, Sunday, or Monday, in addition to the observed Christmas or New Year's holiday, the following work day shall also be observed. When Christmas or New Year's falls on Tuesday, Wednesday, Friday, or Saturday, in addition to the observed holiday, the preceding work day shall also be observed.
- B. ****Floating Personal Holiday**: The employee may take one (1) floating holiday at any time upon approval of the Executive Director or the employee's immediate supervisor. The floating holiday must be used during the fiscal year or it will be forfeited.

13.2: **Eligibility**: Only full-time employees shall be eligible to be paid for time spent on holiday leave. In order to be paid for holiday leave, the employee must work on the work day immediately preceding and following said holiday. For the purposes of this Article, sick leave, vacation leave, jury duty, compensatory time and casual time and military leave shall be considered time worked. Part-time employees shall be eligible to be paid on a pro-rated basis for time spent on holiday leave.

13.3: **Holiday Time Calculation**: For the purposes of calculating pay and time for Holiday leave, one day shall be eight (8) hours. For employees who are assigned a normal day of greater than eight (8) hours, the difference shall be made up by use of casual time, vacation, compensatory time or unpaid. Employees shall be paid at a rate of time and one-half plus holiday pay for all hours worked on a holiday. Employees may elect to receive holiday pay plus compensatory time at a rate of time and one-half for all hours worked on the holiday.

ARTICLE XIV

CASUAL TIME

14.1: A full-time employee shall be granted thirty-two (32) hours of casual time each July 1, to be used for personal business or other matters not covered in the rules. New employees shall accrue eight (8) hours of casual per quarter until the following July 1. Casual hours may not be extended into the following year except with approval of the immediate supervisor and Executive Director.

ARTICLE XV

HOURS OF WORK AND OVERTIME

15.1: The purpose of this Article is to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours shall be made by the Employer. The probable work week is five (5) days with two (2) days off for salaried employees. The probable work week is forty (40) hours for hourly employees.

15.2: The Employer shall grant without pay a meal period of one-half (1/2) hour duration for all employees. The employee's lunch period shall be scheduled by his supervisor. During their normal work day, employees will be granted one rest period from 9:30 a.m. - 9:45 a.m. and one rest period from 3:00 p.m. - 3:15 p.m. Upon approval of the employee's supervisor and on an individually requested basis, these times may be changed.

15.3: Ranger IIIs, Naturalist IIIs, and Planning Administrator are salaried employees. Ranger IIIs shall be assigned to Black Hawk, Hickory Hills, and Rotary Reserve Parks. As determined by the Executive Director, Ranger IIs assigned to one of the other parks or a new park who are required to live in the park's residence may be salaried employees. Salaried employees shall be on a flexible work schedule in order to meet the needs of the facility to which they are assigned. With the approval of the Executive Director or the Executive Director's designated representative, salaried employees may vary their time to the needs of the department. They shall not be eligible for overtime pay or compensatory time off per Section 5 of this Article. However, they shall be eligible for holiday pay per Article XIII, Section 3.

15.4: Overtime shall be accrued as compensatory time off at the rate of one and one-half (1½) times all hours worked in excess of forty (40) hours per work week. Paid holidays will be considered time worked for the purposes of computing overtime. The compensatory time balance of all employees shall not exceed one hundred and twenty (120) hours, except the balance of the Wildlife Conservationist, which shall not exceed one hundred and sixty (160) hours. Earned overtime exceeding the employee's one hundred and twenty (120) hour compensatory time balance shall be paid at a rate of one and one-half (1½) times the employee's hourly rate of pay. Employees may be requested to use compensatory time with the mutual agreement of Employee and Employer. The Employer shall have the right to pay out any or all hours of an employee's compensatory time.

15.5: Employees eligible for overtime must have prior approval of the Executive Director or the Executive Director's designated representative prior to performing work outside their normal working hours.

15.6: The work week shall be from 12:01 a.m. Sunday to 12:00 p.m. Saturday for all employees except for Rangers and Park Attendants. Their work week shall commence on Friday at 12:01 a.m. and end at 12:00 p.m. on Thursday.

ARTICLE XVI **INSURANCE**

16.1: The Employer will provide full-time employees and their dependents the Employer's Preferred Provider group health and dental insurance. Employees are not eligible for insurance benefits during the first ninety (90) days of employment. Effective July 1, 2006, employees electing single coverage shall contribute Fifty dollars (\$50.00) and employees electing dependent coverage shall contribute One Hundred dollars (\$100.00) toward the cost of the monthly premium. Effective July 1, 2007, employees electing single coverage shall contribute Sixty dollars (\$60.00) and employees electing dependent coverage shall contribute One Hundred Twenty dollars (\$120.00) toward the cost of the monthly premium.

One-half (1/2) of the employee's monthly insurance contribution shall be deducted from the employee's first paycheck each month and the remaining one-half (1/2) shall be deducted from the employee's second paycheck each month. Where there are two (2) married employees employed by the County, they may take one (1) family plan or two (2) single plans. The Employer will provide part-time employees and dependents the Employer's Preferred Provider group health insurance after completion of their probationary period on a pro rata basis, provided the regular part-time employee's position is budgeted for at least 1,560 hours per fiscal year.

16.2: The Employer shall have the exclusive right to select the carrier for such insurance without reduction or change in benefits. The Employer agrees to maintain group health insurance for each employee equivalent to that in effect on the effective date of the Agreement.

16.3: The Plan provisions are:

<u>Preferred Provider Plan</u>	
Deductible-----	\$500 Single
-----	\$1,000 Family
Co-Payment-----	\$20 (per PPO Office Visit)
Co-Insurance-----	85% - 15%
Prescription Drugs (no deductible):	
30 Day Retail – Preferred Pharmacy----	20% Generic, \$20 out-of-pocket maximum
	30% Formulary, \$40 out-of-pocket maximum
	40% Non-Formulary, \$80 out-of-pocket maximum
90-Day Mail Order Prescription -----	Generic, \$10.00 co-pay
	Formulary, \$30.00 co-pay
	Non-Formulary, \$60.00 co-pay
Out-of-Pocket Maximum-----	\$1,000 Single
-----	\$2,500 Family
Lifetime Benefit Maximum-----	\$1,000,000

<u>Non-Network Provider Provisions*</u>	
Deductible-----	\$1,500 Single
-----	\$3,000 Family
Co-Insurance-----	60% - 40%
Prescription Drugs-----	No coverage except in case of emergencies.
	If emergency, will cover per PPO rates.
Out-of-Pocket Maximum-----	\$3,000 Single
-----	\$6,000 Family

*The Non-Network Provider Provisions become effective when an employee elects to utilize a care provider who is not a network provider participant.

The Plan also includes the following provisions:

- Pre-admission certification
- Common Occurrence Deductible: When more than one family member is involved in the same accident, only one per member deductible need be satisfied.
- Normal newborn care.
- Well baby care to twenty-four months.
- One routine physical per member per calendar year.
- Dependent child coverage to age nineteen (19), or to age twenty-five (25) if a full-time college student.

Dental Plan:

- \$750 maximum coverage per eligible member per calendar year
- Deductible: \$25 per member; \$75 maximum per family per calendar year
- Check-ups and teeth cleaning - 80%-20%
- Cavity repair and tooth extraction - 80%-20%
- High-cost fillings, root canals, gum, and bone diseases (non-surgical) - 80%-20%
- Dentures and bridges - 50%-50%
- Teeth straightening (limited to unmarried dependent children under a family contract to age 19) - 50%-50% (\$750 per individual per lifetime)
- Gum and Bone Disease (surgical) - 50%-50%

16.4: **Life Insurance:** The Employer will provide Twenty-five Thousand dollars (\$25,000) life insurance coverage for each full-time employee. The Employer retains the right to select the insurance carrier.

16.5: **Pre-Tax Reimbursement Account:** All employees may participate in the Employer's flexible spending plan which, under IRS regulations, allows employees to pay for health care and dependent care from pre-tax dollars.

ARTICLE XVII
MILEAGE

17.1: Employees will be paid mileage in accordance with the Code of Iowa when the Employer requires the use of their personal vehicles.

ARTICLE XVIII
EDUCATION AND TRAINING

18.1: The department will provide opportunities for education and staff training as funds permit. Attendance at any such training involving absence from work and/or reimbursement for travel, lodging, etc., require(s) prior departmental approval.

18.2: The criteria for evaluating a request to attend training courses shall be that the estimated value to the department from the course is commensurate with the total cost including tuition,

transportation, meals, lodging, pay, and other expenses; that consideration be given to the quality of both the curriculum and the instructors involved so as to be reasonably certain that the course will be practical and usable in departmental operation; and that in case of prolonged course of instruction, there will be adequate coverage of the employee's normal duties during his absence.

18.3: Employee training to improve work performance of the employee in his present position, both by means of in-service instruction and outside instructional courses, may be conducted during or after the employee's working hours. Training to prepare the employee for promotion shall be on the employee's own time, unless because of shortage of manpower or other circumstances, it is in the County's interest to use work time.

18.4: The Employer shall pay for any CEU's or certificates mandated by law or required by the Employer.

ARTICLE XIX **LONGEVITY**

19.1: **Eligibility:** Each full-time bargaining unit employee shall be eligible for longevity pay based upon consecutive years of full-time employment within the County as follows:

A. Four (4) but less than eight (8) years	----- \$35.00 / month
B. Eight (8) but less than twelve (12) years	----- \$45.00 / month
C. Twelve (12) but less than sixteen (16) years	----- \$55.00 / month
D. Sixteen (16) but less than twenty (20) years	----- \$65.00 / month
E. Twenty (20) but less than twenty-four (24) years	----- \$75.00 / month
F. Twenty-four (24) yrs or more	----- \$85.00 / month

19.2: **Payment:** Payment for longevity shall be divided between the first two pay periods of each month.

19.3: **Employees on Leave or Layoff:** An employee who receives no wages during a pay period shall not receive longevity pay for the pay period.

ARTICLE XX **EVALUATIONS**

20.1: Each employee shall be evaluated at the end of his probationary period and at least annually. If, for any reason, the Employee does not receive an evaluation as provided above, his performance shall be considered fully satisfactory for the rating period.

ARTICLE XXI **LABOR-MANAGEMENT COMMITTEE**

21.1: The Employer and the Union agree to conduct labor-management meetings upon the request of either party. The total number of participants per actual meeting will be mutually agreed upon. The purpose of the meeting will be to afford labor and management a forum in which to

communicate on items that may be of interest to both parties. The Committee shall meet at a mutually agreeable time and place, during working hours, and without loss of pay.

ARTICLE XXII

CALL-IN TIME

22.1: Any hourly employee who reports to work as directed shall receive a minimum of two (2) hours of work or pay-in-lieu thereof.

ARTICLE XXIII

UNIFORMS

23.1: Each employee who is required to wear a uniform shall receive a credit of Two Hundred dollars (\$200) per fiscal year for the purchase and replacement of uniforms. The Executive Director or the Executive Director's designated representative must pre-approve all purchases. Any remaining credit balance up to Fifty dollars (\$50) at the end of the fiscal year may be forwarded to the following year. Under no circumstances shall the employee be paid for unused uniform allowance.

23.2: Boots are not a part of the approved uniform list. A Seventy-five dollar (\$75) allowance per fiscal year for steel-toed safety boots will be given to those employees required to wear them.

ARTICLE XXIV

TRAINING AND TRAVEL TIME

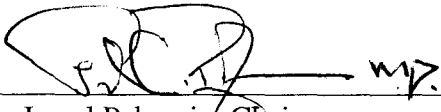
24.1: All time spent on authorized training, workshops, and conferences including travel time for such activities, shall be compensated at straight-time rates not to exceed the employee's normally assigned work day.

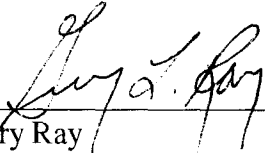
ARTICLE XXV
TERMINATION OF AGREEMENT

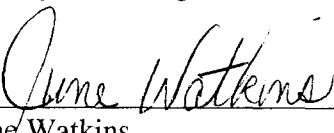
This Agreement shall be effective as of the 1st day of July, 2006, and shall remain in full force and effect until the 30th day of June, 2008.

IN WITNESS WHEREOF, the parties hereto have set their hands this 26th day of July, 2006.

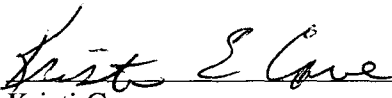
FOR THE EMPLOYER:

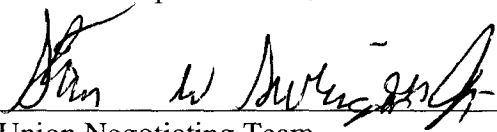

Dr. Laval Peloquin, Chair
Conservation Board


Gary Ray
County Chief Negotiator

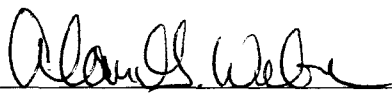

June Watkins
Human Resources Director

FOR THE UNION:


Kristi Cave
Business Representative, AFSCME


Union Negotiating Team


Union Negotiating Team


Union Negotiating Team

HOUSING

Housing shall be furnished to Resident Park Rangers and the Rotary Ranger. The Employer shall maintain employee housing in good order with the normal landlord/tenant arrangements as laid out in the Code of Iowa. Septic tanks, wells, water heaters, and central air conditioning will be repaired or replaced by the Employer. Resident Rangers shall not be subject to a rent payment.

The Employee shall furnish all major appliances and shall maintain and replace these items as needed. For the purposes of this agreement, all existing arrangements in ownership of appliances shall remain until such time as a new employee takes residence, or a replacement of an Employer-owned appliance is required in the County Housing.

The Employee shall be responsible for the payment of utilities (propane, electricity, and phone) for the employee's personal use.

LETTER OF IMPLEMENTATION AFSCME LOCAL 679

Effective 7/1/2003, Black Hawk County and AFSCME Local 679 agree to the following upgrade:

Mike Cahoe will be moved to the Mechanic pay line (509), step to step, and keep his Lead Maintenance job title.

At the same time, the following new job classification will be added to the wage pay plan.

New Job Classification: Park Assistant (9-month seasonal position)

This is a seasonal position. This position will be budgeted up to three-fourth time.

All step increments for this position will be given on an annual basis.

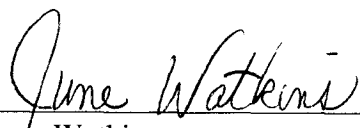
Employees in this position are not eligible for insurance, casual time or sick time.

They will accrue pro-rated vacation at three-fourth time.

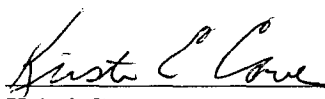
They are eligible for 8 hours of holiday pay for all holidays falling with their scheduled work week. There are no floating holidays.

FOR THE EMPLOYER:

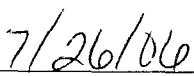
FOR THE UNION:



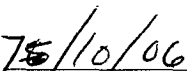
June Watkins
Human Resources Director
Black Hawk County



Kristi Cave
Business Representative
AFSCME



Date



Date

BLACK HAWK COUNTY CONSERVATION PAY PLAN

July 1, 2006 to June 30, 2007*

2.75% ATB Increase

APPENDIX C

Pay Grade	Job Classification	6-month 1	6-month 2	3	4	5	6	7	8	9	10
514	Clerical I	9.45	9.66	9.84	10.26	10.70	11.16				
515	Clerical II	11.56	11.82	12.06	12.60	13.12	13.68				
513	Clerical III	12.45	12.76	13.06	13.68	14.33	15.05	15.78			
510	Maintenance I (Training Position)	13.07	13.29	13.52	13.96						
511	Maintenance II	14.60	14.89	15.18	15.80	16.41	17.05				
512	Lead Maintenance	15.18	15.49	15.80	16.41	17.05	17.64	18.59			
509	Mechanic	16.51	16.79	17.09	17.69	18.29	18.90	19.50			
507	Naturalist I (Training Position)	13.83	14.06	14.32	14.81						
505	Naturalist II	14.98	15.21	15.46	15.94	16.46	16.95	17.43	17.92	18.38	
518	Naturalist III	16.51	16.81	17.12	17.77	18.41	19.06	19.71	20.33	20.99	
517	Park Assistant	10.07		10.49	10.94	11.34					
508	Park Attendant	13.39	13.63	13.93	14.48	15.04	15.61	16.16			
504	Planning Administrator	16.51	16.81	17.12	17.77	18.41	19.06	19.71	20.33	20.99	22.02
503	Ranger I (Training Position)	13.57	13.86	14.13	14.61						
502	Ranger II	14.98	15.24	15.54	16.09	16.65	17.22	17.79	18.33		
501	Ranger III	16.11	16.41	16.75	17.39	18.03	18.68	19.31	19.95	20.60	
506	Wildlife Conservationist I	14.59	14.89	15.18	15.80	16.41	17.05	17.64			
519	Wildlife Conservationist II	15.36	15.67	15.98	16.65	17.26	17.93	18.70	19.73		
516	Building Cleaner (Part-time)	8.62									

Time in Steps:

Step 1: 6 months

Step 2: 6 months

Step 3-10 Each Anniversary Year

Steps are effective at the beginning of the pay period in which they occur.

Date of Hire: Executive Director may hire at any step on the pay scale.

Promotions: Any employee promoted will receive at least a \$0.30/hr increase on the new pay line.

Training Positions: Employees will be automatically promoted after being at the top of the training pay line for one year. The Executive Director may promote an employee to the regular pay line at any time during the training period.

*ATB increases will be effective at the beginning of the payperiod closest to July 1, 2006.

BLACK HAWK COUNTY CONSERVATION PAY PLAN
July 1, 2007 to June 30, 2008*

48 cents per hour ATB increase

APPENDIX D

Pay Grade	Job Classification	6-month	6-month	3	4	5	6	7	8	9	10
		1	2								
514	Clerical I	9.93	10.14	10.32	10.74	11.18	11.64				
515	Clerical II	12.04	12.30	12.54	13.08	13.60	14.16				
513	Clerical III	12.93	13.24	13.54	14.16	14.81	15.53	16.26			
510	Maintenance I (Training Position)	13.55	13.77	14.00	14.44						
511	Maintenance II	15.08	15.37	15.66	16.28	16.89	17.53				
512	Lead Maintenance	15.66	15.97	16.28	16.89	17.53	18.12	19.07			
509	Mechanic	16.99	17.27	17.57	18.17	18.77	19.38	19.98			
507	Naturalist I (Training Position)	14.31	14.54	14.80	15.29						
505	Naturalist II	15.46	15.69	15.94	16.42	16.94	17.43	17.91	18.40	18.86	
518	Naturalist III	16.99	17.29	17.60	18.25	18.89	19.54	20.19	20.81	21.47	
517	Park Assistant	10.55		10.97	11.42	11.82					
508	Park Attendant	13.87	14.11	14.41	14.96	15.52	16.09	16.64			
504	Planning Administrator	16.99	17.29	17.60	18.25	18.89	19.54	20.19	20.81	21.47	22.50
503	Ranger I (Training Position)	14.05	14.34	14.61	15.09						
502	Ranger II	15.46	15.72	16.02	16.57	17.13	17.70	18.27	18.81		
501	Ranger III	16.59	16.89	17.23	17.87	18.51	19.16	19.79	20.43	21.08	
506	Wildlife Conservationist I	15.07	15.37	15.66	16.28	16.89	17.53	18.12			
519	Wildlife Conservationist II	15.84	16.15	16.46	17.13	17.74	18.41	19.18	20.21		
516	Building Cleaner (Part-time)	9.10									

Time in Steps:
Step 1: 6 months
Step 2: 6 months
Step 3-10 Each Anniversary Year

Date of Hire: Executive Director may hire at any step on the pay scale.

Promotions: Any employee promoted will receive at least a \$0.30/hr increase on the new pay line.

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*ATB increases will be effective at the beginning of the payperiod closest to July 1, 2007.